the enforcement of a contract, they thereby directly qualify their promises, so that any change in the conditions obviously impairs the obligation. Of course if a contract specifies a remedy, such as distress for rent, which depends upon a particular legal process, the state is not precluded from abolishing the process. *Conkey* v. *Hart*, 14 N. Y. 22; *Worsham* v. *Stevens*, 66 Tex. 89, 17 S. W. 404. Such a stipulation is not thereby impaired, for it was either conditioned upon the continuance of the process, or invalid on grounds of policy. *Cf. Railroad Co.* v. *Hecht*, 95 U. S. 168. In the principal case the state court could not mean that the statute was incorporated into the contract in fact, and there is no reason to give to a fictitious incorporation the effect of a real condition precedent.

CONSTITUTIONAL LAW. — PRIVILEGES, IMMUNITIES, AND CLASS LEGISLATION — REGULATION OF TRADES: STATUTE PROHIBITING DISCRIMINATION BETWEEN DIFFERENT COMMUNITIES TO INJURE COMPETITORS. — A statute made it a crime for a producer, manufacturer, or distributor of any commodity in general use to sell in one community at a lower price than in another for the purpose of destroying the competition of an established dealer or those intending to become such. *Held*, that the statute is constitutional. *Central Lumber Co.* v. *South Dakota*, 226 U. S. 157, 33 Sup. Ct. 66.

The common law recognizes that there is a strong social interest in preserving competition, and hence discourages acts or contracts which unreasonably stifle competition. *King* v. *Waddington*, 1 East 143; *Alger* v. *Thacher*, 19 Pick. (Mass.) 51. A statute which makes criminal the practice of selling a commodity in one community at a lower price than is charged in another for the purpose of destroying competition, undoubtedly limits the freedom to contract. But so long as the restraints are not arbitrary and are in the interests of society, such a limitation may be justified. *Chicago, B. & Q. R. Co.* v. *McGuire*, 219 U. S. 549, 31 Sup. Ct. 259; *Gundling* v. *Chicago*, 177 U. S. 183, 20 Sup. Ct. 633. It is generally agreed that the social interest in preserving competition does justify such a statute as that in the principal case. *State* v. *Drayton*, 82 Neb. 254, 117 N. W. 768; *In re Opinion of the Justices*, 99 N. E. 294 (Mass.). Nor does such a statute deny equal protection of the laws merely because limited in its application to those selling in two places in the state. This classification is reasonable because this class of dealers is able to cause harm to the community beyond the power of ordinary storekeepers. Statutes equally limited in their application have been held constitutional. Thus a statute relating only to insurance companies has been held valid. *Carroll* v. *Greenwich Ins. Co.*, 199 U. S. 401, 26 Sup. Ct. 66. So, too, a law was upheld which applied only to those engaged in the sale of kerosene. *State ex rel. Young* v. *Standard Oil Co.*, 111 Minn. 85, 126 N. W. 527. See 26 HARV. L. REV. 32 *et seq.*

CONTRIBUTORY NEGLIGENCE — "LAST CLEAR CHANCE" DOCTRINE. — The plaintiff, while lying drunk on a street car track, was injured by a car belonging to the defendant. The lower court charged that, even though the plaintiff was negligent, if he was drunk and helpless and the motorman could, by the use of due care, have avoided the accident, the plaintiff might recover. *Held*, that the charge is erroneous. *Craig* v. *Augusta-Aiken Ry. Co.*, 76 S. E. 21 (S. C.).

The principal case seems to disregard the "last clear chance" doctrine which is now almost universally recognized. It is generally true that a plaintiff whose negligence contributed as a legal cause of his injury is precluded from recovery. *Neal* v. *Gillett*, 23 Conn. 437; *Payne* v. *Chicago & Alton R. Co.*, 129 Mo. 405, 31 S. W. 885. That severe rule, however, has been modified in several instances. Thus where a negligent